

RECORDATION NO. 15075 Filed & Recorded  
OCT 16 1986 10-05 AM

RECORDATION NO. 15075 Filed & Recorded  
OCT 16 1986 12-05 AM

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD

ROBERT W. ALVORD  
CARL C. DAVIS  
CHARLES T. KAPPLER  
JOHN H. DOYLE  
GEORGE JOHN KETO  
MILTON C. GRACE  
JAMES C. MARTIN, JR.

LAW OFFICES  
ALVORD AND ALVORD

200 WORLD CENTER BUILDING  
918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

OF COUNSEL  
JESS LARSON  
JOHN L. INGOLDSBY  
URBAN A. LESTER

CABLE ADDRESS  
"ALVORD"

TELEPHONE  
AREA CODE 202  
393-2266

TELEX  
440367 A AND A

\*NOT A MEMBER OF D.C. BAR  
\*ALSO ADMITTED IN NEW YORK  
\*ALSO ADMITTED IN OHIO  
\*ALSO ADMITTED IN MARYLAND

RECORDATION NO. 15075 Filed & Recorded  
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INTERSTATE COMMERCE COMMISSION  
October 16, 1986

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C.

6-289A031

Date OCT 16 1986

Fee \$

Dear Ms. McGee:

ICC Washington, D.C.

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are counterparts of the following documents:

1. (a) Conditional Sale Agreement dated as of September 1, 1986 between ACF Industries, Incorporated, as Builder, The Connecticut Bank and Trust Company, National Association, as Agent, and BarclaysAmerican/Leasing, Inc., as Buyer (Primary Document); and

(b) Assignment of Conditional Sale Indebtedness dated as of September 1, 1986 among ACF Industries, Incorporated, as Builder, The Connecticut Bank and Trust Company, National Association, as Agent, and BarclaysAmerican/Leasing, Inc., as Buyer (Secondary Document).

2. (a) Lease of Railroad Equipment dated as of September 1, 1986 between BarclaysAmerican/Leasing, Inc., as Lessor, and Soltex Polymer Corporation, as Lessee (Primary Document); and

(b) Assignment of Lease and Agreement dated as of September 1, 1986 between BarclaysAmerican/Leasing, Inc., as Lessor, and The Connecticut Bank and Trust Company, National Association, as Agent (Secondary Document).

NEW NO.

A

B

C

① Over by CT. Kappler

The names and addresses of the parties to the foregoing documents are:

1. Agent:

The Connecticut Bank and Trust  
Company, National Association  
One Constitution Plaza  
Hartford, Connecticut 06115

2. Buyer-Lessor:

BarclaysAmerican/Leasing, Inc.  
201 South Tryon Street  
Charlotte, North Carolina 28231

3. Builder-Seller:

ACF Industries, Incorporated  
3301 Rider Trail South  
Earth City, Missouri 63045

4. Lessee:

Soltex Polymer Corporation  
3333 Richmond Avenue  
Houston, Texas 77098

A description of the railroad equipment covered by the enclosed documents is:

Two hundred seventy-two (272) new ACF Model 5711, 5800 CUFT, center flow, covered hopper cars bearing reporting marks and numbers ELTX 1100 through ELTX 1371, both inclusive.


Also enclosed is a check in the amount of \$20 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return the stamped counterparts of the enclosed documents not needed for your official files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed primary and secondary documents to appear in the Commission's Index is:

Conditional Sale Agreement, Assignment of Conditional Indebtedness, Lease of Railroad Equipment and Assignment of Lease and Agreement, each dated as of September 1, 1986, covering two hundred seventy-two (272) covered hopper cars identified by marks and numbers ELTX 1100 through ELTX 1371, both inclusive.

Very truly yours,

  
Charles T. Kappler

Enclosures

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

10/16/86

Charles T. Kappler  
Alvord & Alvord  
918 16th St. N.W.  
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/16/86 at 10:05am, and assigned re-recording number(s) 15075, 15075-A, 15075-B & 15075-C

Sincerely yours,

*Norita R. McGee*  
Secretary

Enclosure(s)

RECORDATION NO. 15075/C Filed & Recorded

OCT 16 1986 10-05 AM

INTERSTATE COMMERCE COMMISSION

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ASSIGNMENT OF LEASE AND AGREEMENT

between

BARCLAYSAMERICAN/LEASING, INC.,  
as Lessor,

and

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as Agent

Dated as of September 1, 1986

---

LESSEE'S CONSENT AND AGREEMENT

by

SOLTEX POLYMER CORPORATION,  
as Lessee

Dated as of September 1, 1986

---

ASSIGNMENT OF LEASE AND AGREEMENT, dated as of September 1, 1986, between BARCLAYSAMERICAN/LEASING, INC. (the "Lessor") and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual capacity but solely as agent (the "Agent") under a Participation Agreement dated as of the date hereof (the "Participation Agreement") among the Lessor, the Agent, SOLTEX POLYMER CORPORATION (the "Lessee"), and the Lenders referred to therein. Capitalized terms used herein without definition are used with the meaning given in the Lease referred to in paragraph B of the Recitals, below.

#### RECITALS

A. The Lessor and ACF Industries, Inc. (the "Builder") have entered into the Conditional Sale Agreement, providing for the sale of the Equipment to the Lessor by the Builder, and the Builder and the Agent have entered into an Assignment of Conditional Sale Indebtedness (the "CSI Assignment"), providing for the assignment to the Agent of the Builder's interest in the Conditional Sale Agreement and the Conditional Sale Indebtedness payable thereunder.

B. The Lessor and the Lessee have entered into the Lease of Railroad Equipment, dated as of the date hereof (as the same may be amended, modified or supplemented in accordance with its terms and the terms hereof, the "Lease"), providing for the lease by the Lessee from the Lessor of the Equipment.

C. In order to provide security for the obligations of the Lessor, as Buyer, under the Conditional Sale Agreement and the Participation Agreement and as an inducement to the Agent to invest in the Conditional Sale Indebtedness, the Lessor has agreed to assign for security purposes certain of its rights, in, to and under the Lease and its other Basic Agreements to the Agent.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

Section 1. Assignment. The Lessor hereby assigns, transfers and sets over unto the Agent, as collateral security for the payment and performance of the

obligations of the Lessor under the Conditional Sale Agreement, the CSI Assignment, and the Participation Agreement, certain of the Lessor's right, title and interest, powers, privileges, and other benefits in, to and under the Lease, the Letter of Credit and its other Basic Agreements (excluding the Tax Indemnity Agreement), including, without limitation, the present and immediate right, to the exclusion of the Lessor, to receive and collect all Basic Rent and Additional Rent, all amounts which may be drawn under the Letter of Credit, profits and other sums payable to or receivable by the Lessor from the Lessee or others under or pursuant to the provisions of the Lease whether as rent, casualty payment, termination payment, indemnity, liquidated damages, or otherwise, but excluding Excepted Payments (such moneys being collectively referred to herein as the "Payments"), and, as more specifically provided in Section 5, the immediate right to make all waivers and agreements, to give all notices, consents, approvals and releases, and to do any and all other things whatsoever which the Lessor is or may become entitled to do under the Lease or its other Basic Agreements (excluding the Tax Indemnity Agreement and Section 3.5 of the Lease), including without limitation the taking of action upon a Lease Event of Default and the exercise of any or all of the remedies under Sections 17 and 18 of the Lease (except as otherwise expressly reserved to the Lessor pursuant to Section 8.3 of the Participation Agreement). Notwithstanding the above, the Lessor retains the rights set forth in Section 20 of the Lease in addition to, but not to the exclusion of, the Agent as herein assigned.

"Excepted Payments", as used in this Assignment, shall mean (i) any indemnity or other payment which is payable to the Lessor under Section 6.1 or 6.2 of the Lease and the Tax Indemnity Agreement, (ii) any insurance proceeds payable to the Lessor under insurance maintained by the Lessor with respect to the Equipment or otherwise in addition to and separate from the insurance required to be maintained by the Lessee with respect to the Equipment pursuant to the provisions of Section 7.2 of the Lease, provided the insurance so maintained by the Lessor does not provide for or result in a reduction of the coverage or the amounts payable under any of the insurance so required to be maintained by the Lessee, and (iii) any liability insurance proceeds payable to the Lessor as the result of losses suffered by the Lessor.

Section 2. Acceptance and Application of Payments. The Agent shall accept any Payments made by the Lessee or others pursuant to the Lease, the Conditional Sale Agreement and the CSI Assignment and, to the extent received, will apply such Payments and other amounts to satisfy the obligations of the Lessor under this Agreement, the Conditional Sale Agreement, the CSI Assignment, and the Participation Agreement, all as more fully provided in Section 3 of this Agreement. Notwithstanding anything contained herein to the contrary, amounts drawn under the Letter of Credit shall be distributed in accordance with Section 8.3 of the Participation Agreement. If the Agent shall not receive any payment of Basic Rent under the Lease when due, or an officer or an employee of the Corporate Trust Department of the Agent shall have actual knowledge that it shall not have received any other Payment under the Lease when due, the Agent shall so notify the Lessor and each of the Lenders, provided that failure of the Agent so to notify the Lessor shall not limit the obligations of the Lessor under any of its Basic Agreements.

Section 3. Distribution and Application of Amounts Paid under Basic Agreements. 3.1. Payments under Lease and Conditional Sale Agreement. Except as otherwise provided in Sections 3.2 or 3.5 herein or Section 8.3 of the Participation Agreement (the latter with respect to amounts drawn on the Letter of Credit), each payment of Basic Rent or Additional Rent (other than Excepted Payments received by the Agent pursuant to Section 3 of the Lease and this Assignment) and all payments received by the Agent pursuant to Section 4.1 of the Conditional Sale Agreement and the CSI Assignment on account of the principal of or interest on the Conditional Sale Indebtedness shall be applied by the Agent promptly on receipt thereof, first, to the payment to the Lenders of all interest on, and all installments of, the Conditional Sale Indebtedness then due and payable, ratably, without priority of one over the other, in the proportion that the aggregate amount of such payments then due to each of the Lenders bears to the aggregate amount of such payments then due to all Lenders, second, to the payment of all other amounts due the Lenders under the Basic Agreements ratably, without priority of one over the other, in the proportion that the aggregate amount of such payments then due to each of the Lenders bears to the aggregate amount of such payments then due to all Lenders, and, third, the balance, if any, of such



payments remaining thereafter shall be distributed to the Lessor, provided that if at the time of the receipt by the Agent of any amount in accordance with this Section 3.1 a Conditional Sale Default or Conditional Sale Event of Default shall have occurred and be continuing to the actual knowledge of an officer in the Corporate Trust Department of the Agent, the Agent shall retain such amount (to the extent not then required to be distributed pursuant to clauses "first" and "second" of this Section 3.1) either (i) until such time as there shall not be continuing any Conditional Sale Default or Conditional Sale Event of Default, at which time such amount shall be distributed by the Agent pursuant to clause "third" of this Section 3.1, or (ii) until such time as a Declaration of Default has occurred and is continuing, at which time such amount shall be distributed by the Agent pursuant to Section 3.5.

3.2. Early Termination and Casualty Occurrences. Any payment pursuant to Section 14 of the Lease (in connection with a sale of all the Units) shall be accepted by the Agent and promptly applied by it in the order of priority set forth in clauses "first" through "fourth" of Section 19.6 of the Conditional Sale Agreement. Except as provided in Section 3.5, any payment pursuant to Section 7.1 of the Lease or Section 9.2 of the Conditional Sale Agreement, or as insurance proceeds with respect to any Unit (to the extent such payment is not at the time required to be paid to the Lessee pursuant to Section 7.2 of the Lease) shall be accepted by the Agent and promptly applied by it, first, to the prepayment of a portion of each of the remaining installments of the Conditional Sale Indebtedness then outstanding, and accrued and unpaid interest thereon, if any, but without premium, in an amount equal to the amount of each such installment multiplied by the number of Units subject to such Casualty Occurrence and divided by the number of all Units subject to the Lease immediately prior to such Casualty Occurrence, ratably to the Lenders, without priority of one over the other, in the proportion that the aggregate unpaid principal amount of the outstanding Conditional Sale Indebtedness allocable to each such Lender bears to the aggregate unpaid principal amount of all outstanding Conditional Sale Indebtedness, and, second, subject to the proviso in Section 3.1, the balance, if any, remaining thereafter shall be distributed to the Lessor.

3.3. Indemnities. Except as otherwise provided in Section 3.5, all indemnity payments, payments for taxes or for the discharge of Liens on the Equipment, or other similar payments received by the Agent from or on behalf of the Lessee or the Lessor pursuant to Section 8, 14 or 15 of the Conditional Sale Agreement, Section 6 of the Lease or Section 10 of the Participation Agreement shall promptly on receipt by the Agent be paid to the person entitled to such amounts under such provision, provided that, notwithstanding the provisions of Section 3.5 or any other provision of this Agreement, all Excepted Payments received by the Agent shall promptly be paid over to the Lessor pursuant to the Lease.

3.4. Payments Under Other Documents. Except as otherwise provided in Section 3.5, any other payments received by the Agent for which provision as to the application thereof is made in the Lease, the Participation Agreement or the Security Documents (but not elsewhere in this Assignment) shall be applied for the purpose for which such payments were made in accordance with the terms of such documents.

3.5. Action on Declaration of Default. If a Declaration of Default has occurred and is continuing, the Agent shall apply all amounts received hereunder, except for amounts with respect to the Letter of Credit which amounts shall be applied in accordance with Section 8.3 of the Participation Agreement, in the order of priority set forth in clauses "first" through "fourth" of Section 19.6 of the Conditional Sale Agreement.

3.6. Other Payments. Except as otherwise provided in Sections 3.4 and 3.5 hereof any payments received by the Agent for which no provision as to the application thereof is made in the Lease, the Participation Agreement or the Security Documents or elsewhere in this Section 3, to the extent received or realized at any time after payment in full of the principal of and the prepayment charge, if any, and interest in respect of all Conditional Sale Indebtedness, shall be distributed forthwith by the Agent to the Lessor.

3.7. Manner of Payment. All payments to be made by the Agent hereunder to a Lender or the Lessor shall (subject to timely receipt by the Agent of available funds) be made on the date such payment is due by bank wire transfer of immediately available funds, in the

case of the Lender or the Lessor at its address set forth for payments in the Participation Agreement or at such other address as it shall have specified to the Agent in writing, or, upon written request of such Lender or the Lessor, by check in Clearing House funds mailed to it at such address as may be specified to the Agent in writing, and in the case of any transferee of the Lender or the Lessor, by wire transfer or by check, in the manner above contemplated, as shall be specified by such transferee by notice to the Agent.

Section 4. Lessor's Lease Obligations Unaffected. The execution and delivery of this Assignment shall not subject the Agent to, or transfer, or pass, or in any way affect or modify the liability of the Lessor under the Lease, it being understood and agreed that, notwithstanding this Assignment or any subsequent assignment, all obligations of the Lessor to the Lessee under the Lease shall be and remain enforceable by the Lessee and its successors and assigns against, and only against, the Lessor.

Section 5. Limitation on Waiver or Modification of Lease; Rights of Lessor. Unless (a) a Conditional Sale Default or Conditional Sale Event of Default shall have occurred, (b) the Agent shall have made a Declaration of Default under the Conditional Sale Agreement, and (c) the Agent shall have failed to receive (upon acceleration of the Conditional Sale Indebtedness) from the Lessor or pursuant to a draw upon the Letter of Credit all amounts due and payable to the Lenders, the Agent agrees that, without the written consent of the Lessor, the Agent will not enter into any amendment of or supplement to the Lease or any Security Document, or give any consent, waiver or approval under or in respect thereof.

Section 6. Agent Constituted as Lessor's Attorney. The Lessor does hereby constitute the Agent the Lessor's true and lawful attorney, irrevocably, with full power (in the name of the Lessor, or otherwise), to ask, require, demand, and receive, any and all Payments due and to become due under or arising out of the Lease to which the Lessor is or may become entitled other than Excepted Payments, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any

action or institute any proceedings which the Agent may deem to be necessary or advisable in the premises.

Section 7. Termination of Assignment. When and only when the Agent shall have received the full Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement), together with interest and all other indebtedness and payments as provided in the Conditional Sale Agreement and the Participation Agreement, all the Lessor's obligations contained in the Conditional Sale Agreement and the Participation Agreement shall have been performed, and all obligations of the Lessee to the Agent or the Lenders under the Lease and the Participation Agreement shall have been performed and discharged, this Assignment and all rights herein assigned to the Agent shall terminate, and all estate, right, title and interest of the Agent in, to and under the Lease shall revert to the Lessor and the Agent shall forthwith execute and deliver to the Bank an assignment of all of its rights under the Letter of Credit.

Section 8. Further Assurances. The Lessor will, from time to time, do and perform any other act and will execute, acknowledge, deliver and file, register, deposit and record (and will re-file, re-register, re-record or re-deposit whenever required) any and all further instruments required by law or reasonably requested by the Agent in order to confirm, or further assure, the interests of the Agent hereunder.

Section 9. Further Assignment by Agent. The Agent may assign all or any of the rights assigned to it hereby or arising under the Lease, only to the extent permitted by Section 8.5 of the Participation Agreement, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Agent hereunder, provided the Lessor and the Lessee shall not be bound to honor such assignment until they have received written notice thereof. The Lessor and the Lessee may rely on instruments and documents of assignment which they believe in good faith to be true and authentic.

Section 10. Representation of Lessor. The Lessor represents and warrants to the Agent that the

Lessor has not entered into any assignment of its interests in the Lease other than this Assignment, has not entered into any amendment or modification of the Lease and has not created or incurred or suffered to exist with respect to the Lease or with respect to any of its interests therein any Lien arising by, through or under the Lessor.

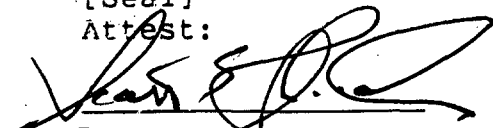
Section 11. Governing Law. This Assignment is being made and delivered in, and shall be governed by and construed in accordance with the laws of, the State of New York.

Section 12. Notices. The Lessor shall cause copies of all notices received in connection with the Lease to be promptly delivered or made to the Agent at its address set forth in Section 14.1 of the Participation Agreement, or at such other address as the Agent shall designate.

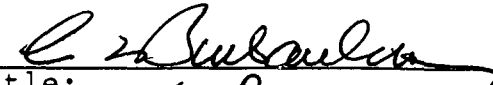
Section 13. Miscellaneous. The captions in this Assignment are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. References herein to sections without reference to the document in which they are contained are references to this Assignment. This Assignment may be executed in any number of counterparts, all of which together should constitute but one and the same instrument, but the counterpart delivered to the Agent shall be deemed to be the original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

[Seal]  
Attest:

  
ASST. SECY.

BARCLAYSAMERICAN/LEASING, INC.

By   
Title: SUP

[Seal]  
Attest:

\_\_\_\_\_

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as Agent

By \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

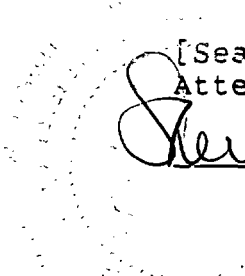
[Seal]  
Attest:

BARCLAYSAMERICAN/LEASING, INC.


By \_\_\_\_\_  
Title:

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as Agent

[Seal]  
Attest:

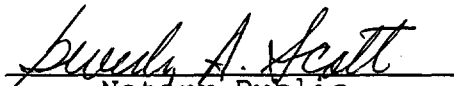
  
Steven Daniel

By

  
Title: **VICE PRESIDENT**

STATE OF N.C.                    )  
                                      :    SS:  
COUNTY OF Mecklenburg)

On the 2nd day of October, in the year  
1986, before me personally came C. L. Burbank, III, to me  
known, who being by me duly sworn, did depose and say  
that he resides at Charlotte, N.C., that he is         
Sr. V.P. of Barclays American/Leasing, Inc., the cor-  
poration described in and which executed the above in-  
strument; that he knows the seal of said corporation;  
that one of the seals affixed to said instrument is such  
corporate seal; that it was so affixed by order of the  
Board of Directors of said corporation, and that he  
signed his name thereto by like order.

  
Notary Public

[NOTARIAL SEAL]

My commission expires: 9-6-91

STATE OF                            )  
                                      :    SS.:  
COUNTY OF                        )

On the \_\_\_\_ day of \_\_\_\_\_, in the year  
19\_\_, before me personally came \_\_\_\_\_, to me  
known, who being by me duly sworn, did depose and say  
that he resides at \_\_\_\_\_, that he is \_\_\_\_\_  
\_\_\_\_\_ of The Connecticut Bank and Trust Company,  
National Association, the corporation described in and  
which executed the above instrument; that he knows the  
seal of said corporation; that one of the seals affixed  
to said instrument is such corporate seal; that it was so  
affixed by order of the Board of Directors of said cor-  
poration, and that he signed his name thereto by like  
order.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]



STATE OF )  
 : SS:  
COUNTY OF )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 19\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, that he is \_\_\_\_\_ of BarclaysAmerican/Leasing, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

STATE OF CONNECTICUT )  
 : SS.:  
COUNTY OF HARTFORD )

On the 1st day of October, in the year 1982, before me personally came Mason M. Lemont, to me known, who being by me duly sworn, did depose and say that he resides at BOLTON, CT, that he is VICE PRESIDENT of The Connecticut Bank and Trust Company, National Association, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Rosemary Barry  
Notary Public

[NOTARIAL SEAL]

ROSEMARY BARRY  
NOTARY PUBLIC

COMMISSION EXPIRES MARCH 31, 1991

## LESSEE'S CONSENT AND AGREEMENT

The undersigned, Soltex Polymer Corporation, a Delaware corporation (the "Lessee"), the lessee named in the Lease (the "Lease") referred to in the foregoing Assignment of Lease and Agreement (the "Lease Assignment"), hereby (a) acknowledges receipt of a copy of the Lease Assignment and (b) consents to all the terms and conditions of the Lease Assignment and agrees that:

(1) the Lessee will pay all rentals, casualty payments, liquidated damages, indemnities and other moneys provided for in the Lease, except Excepted Payments (as defined in the Lease Assignment), in immediately available funds by 11:00 a.m., New York time, on the date due to The Connecticut Bank and Trust Company, National Association, not in its individual capacity but solely as agent (the "Agent"), the assignee named in the Lease Assignment, at The Connecticut Bank and Trust Company, National Association, One Constitution Plaza, Hartford, Connecticut 06115, Attention: Corporate Trust Department (or at such other address as may be furnished in writing to the undersigned by the Agent);

(2) the Agent shall be entitled to the benefits of, and to receive and enforce performance of, all the representations, warranties, indemnities, agreements and covenants of the Lessee under the Lease as though the Agent were originally named therein as the Lessor;

(3) the Lessee will not assert against the Agent any claim or defense which the Lessee may now or hereafter have against the Lessor;

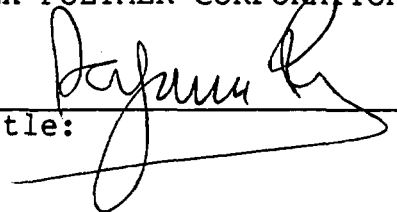
(4) the Agent shall not, by virtue of the Lease Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Lease or otherwise; and

(5) the Lease shall not, without the prior written consent of the Agent, be amended, terminated or modified, except in accordance with its terms, nor shall any action be taken or omitted by the undersigned, the taking or omission of which might result in an alteration or impairment of the Lease or this Consent and Agreement or of any of the rights created by any thereof or would conflict with the provisions of Section 5 of the Lease Assignment.

The Consent and Agreement shall be construed in accordance with the laws of the State of New York.

Dated as of September 1, 1986

SOLTEX POLYMER CORPORATION

By  Title: \_\_\_\_\_

The foregoing Consent and Agreement is hereby accepted as of the date set forth above.

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as Agent

By \_\_\_\_\_  
Title: \_\_\_\_\_

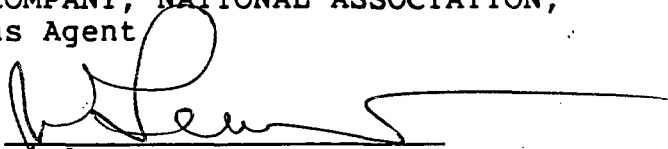
Dated as of September 1, 1986

SOLTEX POLYMER CORPORATION

By \_\_\_\_\_  
Title:

The foregoing Consent and Agreement is hereby accepted as of the date set forth above.

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as Agent

By   
Title: VICE PRESIDENT

STATE OF TEXAS       )  
                          :   SS.:  
COUNTY OF HARRIS    )

On the 1st day of October, in the year 1986,  
before me personally came Rene H. Degreve, to me known, who  
being by me duly sworn, did depose and say that he resides at  
4530 Ivanhoe, Houston, Tx that he is Vice President of Soltex Poly-  
mer Corporation, the corporation described in and which exe-  
cuted the above instrument; that he knows the seal of said  
corporation; that one of the seals affixed to said instrument  
is such corporate seal; that it was so affixed by order of the  
Board of Directors of said corporation, and that he signed his  
name thereto by like order.

Karen F. Heimsath  
Notary Public

[NOTARIAL SEAL]

KAREN F. HEIMSATH  
Notary Public in and for the State of Texas  
My Commission Expires: 6/17/90

STATE OF               )  
                          :   SS.:  
COUNTY OF            )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 19\_\_,  
before me personally came \_\_\_\_\_, to me known, who  
being by me duly sworn, did depose and say that he resides at  
\_\_\_\_\_, that he is \_\_\_\_\_ of The Connect-  
icut Bank and Trust Company, National Association, the corpora-  
tion described in and which executed the above instrument; that  
he knows the seal of said corporation; that one of the seals  
affixed to said instrument is such corporate seal; that it was  
so affixed by order of the Board of Directors of said corpora-  
tion, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

STATE OF )  
 : SS.:  
COUNTY OF )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 19\_\_,  
before me personally came \_\_\_\_\_, to me known, who  
being by me duly sworn, did depose and say that he resides at  
\_\_\_\_\_, that he is \_\_\_\_\_ of Soltex Poly-  
mer Corporation, the corporation described in and which exe-  
cuted the above instrument; that he knows the seal of said  
corporation; that one of the seals affixed to said instrument  
is such corporate seal; that it was so affixed by order of the  
Board of Directors of said corporation, and that he signed his  
name thereto by like order.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

STATE OF ~~CONNECTICUT~~ )  
 : SS.:  
COUNTY OF ~~HARTFORD~~ )

On the 12 day of October, in the year 1986,  
before me personally came Mason M. Lemont, to me known, who  
being by me duly sworn, did depose and say that he resides at  
BOLTON, CT, that he is VICE PRESIDENT of The Connect-  
icut Bank and Trust Company, National Association, the corpora-  
tion described in and which executed the above instrument; that  
he knows the seal of said corporation; that one of the seals  
affixed to said instrument is such corporate seal; that it was  
so affixed by order of the Board of Directors of said corpora-  
tion, and that he signed his name thereto by like order.

Rosemary Barry  
Notary Public

[NOTARIAL SEAL]

ROSEMARY BARRY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1991